

A.G. Contract No. KR98 2562TRN
ADOT ECS File: JPA 98-175
Project: Area Service Highway
Section: Yuma County
TRACS No.

INTERGOVERNMENTAL AGREEMENT
AMONG
THE STATE OF ARIZONA
AND
YUMA COUNTY, THE CITY OF YUMA, THE CITY OF SAN LUIS,
THE TOWN OF WELLTON AND THE COCOPA INDIAN TRIBE

FIRST ADDENDUM TO AREA SERVICE HIGHWAY PROJECT AGREEMENT

THIS AGREEMENT, entered into 9 September, 2000, pursuant to A.R.S. §11-951 through §11-954, by and between the STATE OF ARIZONA, acting by and through the DEPARTMENT OF TRANSPORTATION, (the "State"), the COUNTY OF YUMA (the "County"), the CITY OF YUMA and the CITY OF SAN LUIS (the "Cities"), the TOWN OF WELLTON (the "Town") and the COCOPA INDIAN TRIBE (the "Tribe"), collectively sometimes hereinafter referred to as "LOCAL GOVERNMENTAL UNITS" or "LOCAL GOVERNMENTAL UNIT".

1. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 238-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Cities are empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and have by resolution, copies of which are attached hereto and made a party hereof, resolved to enter into this agreement and have authorized the undersigned to execute this agreement on behalf of the Cities.

3. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

4. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

NO. 22915 #01

Filed with the Secretary of State

Date Filed: 05/09/02

Betty Bayless

Secretary of State

By: Winfred D. Graenewald

5. The Tribe is empowered by Tribal Council Resolution to enter into this agreement, a copy of which is attached hereto and made a part hereof, and has authorized the undersigned to execute this agreement on behalf of the Tribe.

6. The parties have entered into an intergovernmental agreement on January 7, 1999, known as the Area Service Highway Project Agreement which at Section II.(1)(a.) specifies:

The Local Governmental Units shall bear Twenty Eight Million Dollars (\$28,000,000) of the total actual cost upon completion of the Project...(emphasis added)

7. The Area Service Highway Project Agreement further states at Section II.(4) in reference to turn backs,

...Said acceptance into the Local Road Systems shall take place upon completion of the Project after adoption of a Resolution of the State Transportation Board abandoning ownership jurisdiction and maintenance responsibility and the Local Governmental Unit shall thereafter assume and maintain as part of its Road System said highways.. (emphasis added)

8. The parties have determined that it is in their mutual benefit to enter into this FIRST ADDENDUM to AREA SERVICE HIGHWAY PROJECT AGREEMENT (First Addendum) accelerating the times at which the Local Governmental Units will pay their respective local cost share and accept into their respective Road Systems such portions of state highway that lie within the boundaries of their respective governmental unit as set forth in Exhibit B to said Area Service Highway Project Agreement of January 7, 1999, contingent upon the terms and conditions enumerated in Section II below:

II. SCOPE

1. The acts which the State is obligated to perform are listed in the Area Service Highway Project Agreement of January 7, 1999, at *II, Scope, paragraph 3*, are now arranged in sequential steps in Exhibit C, attached. The State specifically agrees to provide a 4 lane state highway as a result of this Agreement, according to attached Exhibit C.

2. The times of acceptance by the Local Governmental Units into their respective Road Systems of such portions of state highway identified by Exhibit B of the Area Service Highway Project Agreement of January 7, 1999, as revised in Exhibit C, that lie within the boundaries of their respective governmental unit shall be conditioned on the following:

- A. State shall complete all of the State's obligations listed for the program year associated with such Local Governmental Units turn back and all prior program years as shown in Exhibit C. No waiver of the State's obligations in Exhibit C by a Local

Governmental Unit will bind any other Local Governmental Unit.

- B. Area Service Highway must be completed to at least two lanes as a state highway continuous from the intersection of Interstate 8 and County Avenue 6 1/2 E (Araby Road) to the junction of Yuma County 23rd Street and Yuma County Avenue E 1/2 in the City of San Luis, Arizona, before any turn backs are required from the City of Yuma as provided in Exhibit C attached.
- C. State shall fully program the Project for Construction by year 2010 or by year 2008 if loans are obtained by the respective Local Governmental Units pursuant to Section II.(3) below, unless prevented from doing so by unforeseeable events beyond the reasonable control of the State, and without the fault or negligence of the State.

3. Local Government Units intend to apply and to receive H.E.L.P. loans, only if necessary, to accelerate construction of the Project to 2008.

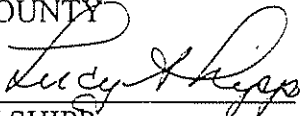
4. The actual parameters of the proposed Project as originally written have been mutually modified by the parties to the Agreement and I. RECITALS (6) shall now read as follows:

The parties have determined that it is to their mutual benefit to enter into an agreement for construction of an Area Service Highway from the junction of Yuma County 23rd Street and Yuma County Avenue E 1/2 in the City of San Luis, Arizona to Interstate 8 at its intersection with County Avenue 6 1/2 E ("Araby Road") a distance of approximately 23.5 miles, and the exact location thereof being more particularly set forth and delineated upon the map attached hereto as Exhibit D and incorporated herein. Said construction of this highway shall herein after be referred to as the "Project".

5. All other terms and conditions of the Area Service Highway Project Agreement of January 7, 1999 not specifically modified by this First Addendum shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written. Signature page follows:

YUMA COUNTY

By: 
LUCY SHIPP
Chairman, Board of Supervisors

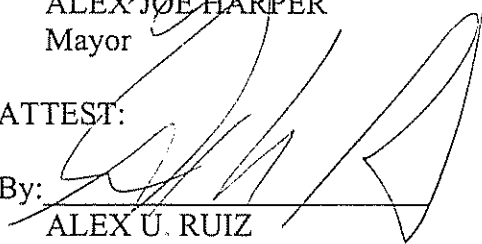
ATTEST:

By: 
WALLY HILL
Clerk of the Board


CITY OF SAN LUIS

By: 
ALEX JOE HARPER
Mayor

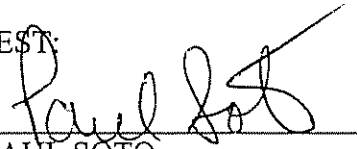
ATTEST:

By: 
ALEX U. RUIZ
City Clerk

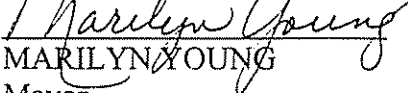
COCOPA INDIAN TRIBE

By: 
SHERRY CORDOVA
Chairperson

ATTEST:

By: 
PAUL SOTO
Secretary

CITY OF YUMA


By: 
MARILYN YOUNG
Mayor

By: 
JOYCE WILSON
City Administrator

ATTEST:

By: 
BRIGITTA STANZ
City Clerk

TOWN OF WELLTON

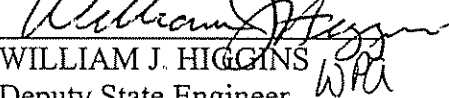
By: 
JOHN A. NUSSBAUMER
Mayor

ATTEST:

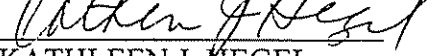
By: 
GARY RINEHART
Town Manager

STATE OF ARIZONA

Department of Transportation

By: 
WILLIAM J. HIGGINS
Deputy State Engineer WJH

ATTEST:

By: 
KATHLEEN J. HEGEL
Contract Administrator

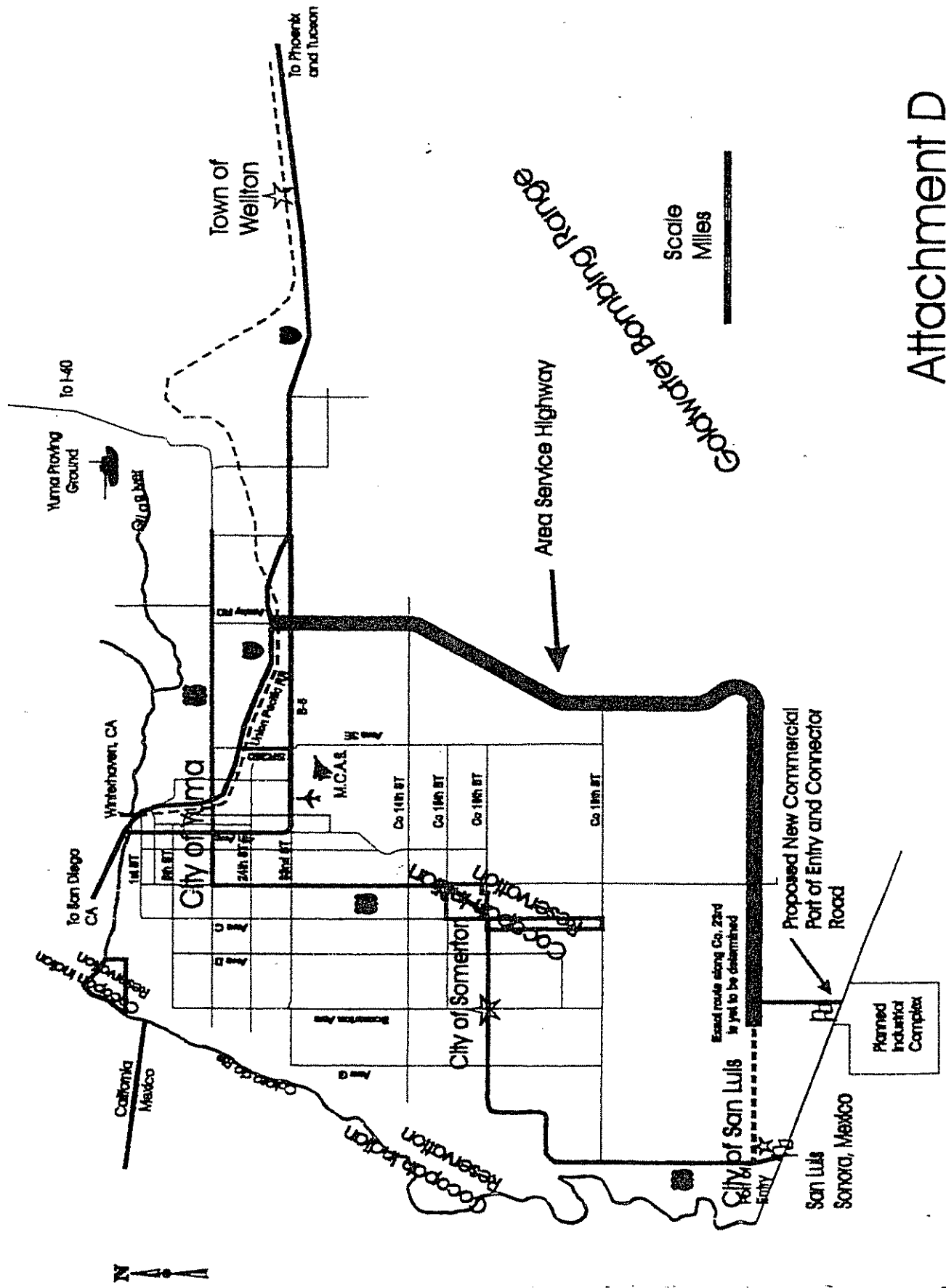
ASH CONSTRUCTION TIME LINE

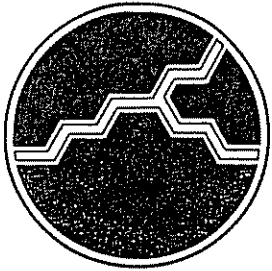
Jurisdiction	Task	
ADOT	Survey Mapping, General Plan, Geotechnical Work	FY 01-02
LOCAL	Complete the Federal Environmental Process	FY 00-01
ADOT	Acquire Right of Way - all sections,	FY 02-03
ADOT	Bid Pavement Overlay 2 lane, Ave E1/2 To Ave B	FY 03-04
LOCAL	Turn Back US 95 Co 23rd-32nd Street	FY 03-04
ADOT	Bid Rehabilitation 4 lane B8 to I8	FY 04-05
LOCAL	\$4M Local Contribution, Make application For HELP loan	FY04-05
ADOT	Bid Construction 2 lane Ave B to Co. 14th St.	FY 05-06
LOCAL	\$4M Local Contribution	FY 05-06
ADOT	Bid Construction 2 lane Co 14th St. to B8	FY 06-07
LOCAL	\$5.15M Local Contribution	FY 06-07
ADOT	Bid Construction 4 lane divided, Co. 14th - B8	FY 07-08
LOCAL **	Turn Back B8, Colorado River Bridge-Catalina, Turn Back B8, Catalina - Ave 7 1/2 E, Turn Back US95 32nd St - Araby Rd	Upon Completion of 2 lanes I-8 to E1/2 (see Paragraph II.2.B)
ADOT	Bid Construction 4 lane divided Ave B - E1/2	FY 08-09
LOCAL	Turn Back Yuma Frontage Roads	FY 08-09
ADOT	Bid Construction 4 lane divided Ave. B-Co 19th St	FY 09-10
LOCAL	Turn Back Dateland Frontage Roads	FY 09-10
ADOT	Construct 4 lane divided Co 19th - Co 14th	FY 09-10

** Turn backs are contingent on 2 lane connectivity from San Luis to I-8 pursuant to Paragraph II.2.B.

EXHIBIT C

Area Service Highway





City of YUMA

CERTIFICATION

I, Brigitta K. Stanz, do hereby certify that I am the duly appointed City Clerk of the City of Yuma, Arizona, and that item B14 on the attached City Council agenda of July 19, 2000, an Intergovernmental Agreement (IGA) for Area Service Highway (ASH), was approved by the City Council at the meeting of July 19, 2000.

Brigitta K. Stanz

Brigitta K. Stanz, City Clerk

7-20-00

Date

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed First Amendment to Intergovernmental Agreement, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION and the CITY OF YUMA, YUMA COUNTY, the CITY OF SAN LUIS, the TOWN OF WELLTON and the COCOPA INDIAN TRIBE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 27th day of July, 2000.

Dennis P. Gausson
Asst. City Attorney

Town of Wellton

RESOLUTION # 365

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF WELLTON, YUMA COUNTY, ARIZONA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN THE STATE OF ARIZONA, COUNTY OF YUMA, CITY OF YUMA, CITY OF SAN LUIS, TOWN OF WELLTON AND THE COCOPA INDIAN TRIBE PERTAINING TO THE AREA SERVICE HIGHWAY PROJECT AGREEMENT.

W **HEREAS**, the Town of Wellton recognizes and participates in the Yuma Metropolitan Planning Organization (YMPO) as the regional transportation planning agency that acts on behalf of and for the benefit of regional transportation planning within Yuma County Arizona and the governmental entities within the County of Yuma, State of Arizona; and,

W **HEREAS**, the Town of Wellton supports and desires that an Area Service Highway be constructed from the junction of Yuma County 23rd Street and State Highway U.S. 95 in the City of San Luis, Arizona to Interstate 8 at its intersection with County 6 1/2 E ("Araby Road") a distance of approximately 26 miles, and the exact location thereof being more particularly set forth and delineated upon the map attached hereto as Exhibit A and incorporated herein and shown in Figure VI-2 of the YMPO's adopted 1995-2015 Countywide Transportation Plan, a copy of which is attached hereto and made a part hereof; and,

W **HEREAS**, the Town of Wellton supports the 2001-2005 YMPO Transportation Improvement Program which includes the Area Service Highway described above; and,

W **HEREAS**, the Town of Wellton desires to see the construction of the above described Area Service Highway and participate in the Intergovernmental Agreement with the State of Arizona Department of Transportation and other Local Governmental Units for the construction and financing of said highway.

N **OW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF WELLTON, ARIZONA**, to authorize its duly elected Mayor to sign the Intergovernmental Agreement Addendum titled:

ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT
AMONG
THE STATE OF ARIZONA
AND


YUMA COUNTY, THE CITY OF YUMA, THE CITY OF SAN LUIS,
THE TOWN OF WELLTON AND COCOPA INDIAN TRIBE

ADDENDUM TO AREA SERVICE HIGHWAY PROJECT AGREEMENT

In the form presented by the YMPO; and

FURTHER RESOLVES THAT the YMPO is authorized to act on its behalf in the administration of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Wellton, Arizona, this 1st day of August 2000.


John A. Nussbaumer, Mayor

ATTEST:


Gary L. Rinehart, Town Manager

JPA 98-175

ADDENDUM NUMBER 1

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the proposed addendum to the above referenced intergovernmental agreement concerning the Area Service Highway Project between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION and the CITY OF YUMA, YUMA COUNTY, the CITY OF SAN LUIS, the TOWN OF WELLTON and the COCOPA INDIAN TRIBE and declare this agreement to be in proper form within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 20th day of July, 2000.

John Tate
John Tate, Deputy County Attorney

DATE MAILED: 8-2-00

COPY
TRANSMITTAL FORM

TO: DIRECTOR DEPT: DEVELOPMENT SERVICES

DATE: 07-17-00.R

☒ Action by Board of Supervisors

☐ Action as Board of Directors per Agenda wording.

ITEM NO.: 10A Discussion and possible action to authorize the Chairman to sign an Addendum to the Intergovernmental Agreement with the State of Arizona to cover the construction timeline, turn back of state highways, maintenance and funding of the Area Service Highway (ASH) for the following entities: Yuma County, City of Yuma, City of San Luis, the Town of Walden, and the Cocopah Indian Tribe (This item continued from July 3, 2000, Item No 10[a].)

ACTION AND/OR DIRECTION:

☐ Approved as presented ☒ Approved as amended (see comments below) ☐ Denied

☐ Continued to date of _____ (if known) ☐ Took no action

☒ Vote: 5 Ayes 0 Nays Dissenting: _____ ☐ Other (See comments)

☐ Established public hearing date for: _____ Time: _____

☐ In matters requiring public hearing, this is to certify that the above constitutes official action after a legally advertised public hearing and duly called meeting of the Yuma County Board of Supervisors (or ☐ Board of Directors per agenda wording), and will be duly recorded without amendment or modification in the official records of said political body Effective date of this action is: _____

COMMENTS:

Approve as amended; need to change references to 'Avenue' 6¹/₂ E;
& change cash contribution amount from \$1.1M to \$1.5M in 2006-07

Signature of Clerk of Board

Wally Hill

Date signed: 07-17-00

subject to legal review.

FOLLOW-UP ACTIONS REQUIRED:

☐ Agency ☐ Clerk of Board obtains signatures on original document(s).

☐ Original contract(s) () are attached ☐ Copy of contract is attached

☐ Agency obtains signatures on contract/agreement/IGA/grant, and provides to Clerk of Board, one (1) ORIGINAL, fully executed agreement/contract/grant/IGA.

☐ Agency coordinates scheduling bid opening (date/time/location) with Clerk of Board staff, and provides to Clerk, copy of notice and specifications.

☐ Agency ☐ Clerk of Board submits Purchase Requisition to Finance Department for processing

☐ Agency ☐ Clerk of Board will cause recordation.

☐ Agency ☐ Clerk of Board will cause publication; and if Agency causes publication, agency will provide copy of Notice to Clerk of Board

☐ Agency ☐ Clerk of Board submits AIR-Form for future meeting Date: _____ (if known)

☐ Other: _____

☐ See additional ☐ comments and/or ☐ follow-up instructions attached.

COPIES TO FOLLOWING INDIVIDUALS: ☒ Financial Services Dir ☐ County Attorney ☐ Chief Fiscal Officer

☐ Human Resources Dir.

Others:

WHY: /c/jg

C John English II

Paula Ward (ympo)

**RESOLUTION NUMBER CT-00-16
OF THE GOVERNING BODY OF THE COCOPAH TRIBE
OF THE COCOPAH RESERVATION**

A RESOLUTION OF THE COCOPAH INDIAN TRIBE TO AMEND AN EXISTING INTERGOVERNMENTAL AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES IN A PROPOSED AREA SERVICE HIGHWAY.

WHEREAS: The Cocopah Indian Tribe is a Federally recognized Tribe, organized pursuant to the Indian Reorganization Act of June 18th 1934 (48 Stat. 984), as amended by the Act of June 15th, 1935 (49 Stat. 378); and,

WHEREAS: The Cocopah Tribal Council is the legal Governing Body of the Cocopah Tribe, Empowered by the Constitution and By-laws of the Cocopah Tribe; and

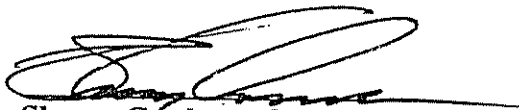
WHEREAS: The Cocopah Tribal Council has previously approved an Intergovernmental Agreement (IGA) regarding the Tribe's participation with other governmental entities in the proposed Area Service Highway; and

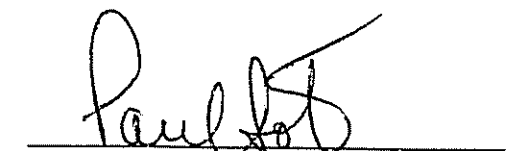
WHEREAS: A First Amendment to the Area Services Highway IGA has been proposed to address changes in the timing of construction, turnbacks, and local contributions; and

NOW, THEREFORE BE IT RESOLVED that the Tribal Council authorizes the Tribal Chairperson to execute the First Amendment to the Area Service Highway Project Agreement.

* * * * * C E R T I F I C A T I O N * * * * *

The foregoing resolution was adopted by the Cocopah Tribal Council at a Regular council meeting held on the 11th day of August, 2000 with a quorum present by a vote of 3 For and 0 Against.


Sherry Cordova, Chairwoman
Cocopah Tribal Council


Mr. Paul Soto, Secretary Treasurer
Cocopah Tribal Council



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
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MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

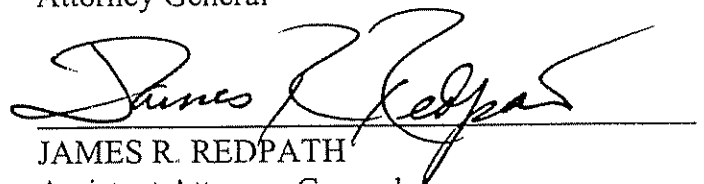
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2562TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 1, 2002.

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/737781

Enc.